

MEMORANDUM OF UNDERSTANDING

Between



**KONGUNADU ARTS AND SCIENCE COLLEGE
COIMBATORE.**

&

**THE INSTITUTE OF ADVANCE COMPUTING
B-12, Cheran Colony, Thudiyalur,
COIMBATORE – 641 034.**

NOW THEREFORE THIS MOU WITNESSETH AS UNDER

1. The Programme for which this MoU is signed is to be known as **“VALUE ADDED COURSES; ADD ON COURSES”** hereinafter referred as **Courses (course details are in the schedule)**; for the students of First Party hereinafter referred as **Trainees**.
2. Whereas the second party is desirous of undertaking a joint project for the training and handholding component of the said Scheme with the First party, both the parties consent by this Memorandum of Understanding, with the intention of being legally bound, accept the following terms and conditions:

3. Terms and Conditions:

- a) The Second party is the Resource Person for the above cited courses, they will provide adequate man power for the same.
- b) The First party will source its students & allow its premises, infrastructure, establishment, appurtenant & etc., for smooth conduct of the above courses.

4. Responsibilities of the First Party:

- a) Provide the following minimum infrastructural facilities:
 - b) Computers with necessary softwares;
 - c) Laboratories with Air Conditioners;
 - d) Printers and photocopiers, as required;
 - e) LCD Projectors/Display Screens/Speakers/Amplifiers & Mike;
 - f) Rooms for conduct of counseling;
 - g) Necessary furniture & Electrical fittings for lighting;
 - h) Use of generator in case of need;
 - i) Vehicles parking facilities for trainees & trainers;
- b) Not make any financial commitment on behalf of the Second Party, nor shall take loans or create any other financial liability binding Second Party under this MoU;
- c) Provide Promotional activity and assistance for smooth conduct of the above courses, field visits & etc.;
- d) Realize all the fee from the trainees in any form whatsoever;
- e) Incur expenditure on all operations/services towards the above courses;
- f) The fee for the courses is to be decided on course to course basis, which is to be collected from the trainees and remitted to the Second Party, subject to the deduction of applicable TDS & provide the respective certificate thereon;

5) Responsibilities of the Second Party:

- a) Not make any financial commitment on behalf of the First Party, nor shall take loans or create any other financial liability binding First Party under this MOU;
- b) Develop and provide broad courses outline & Source material for the courses ;

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- c) Provide adequate man power & printed materials towards smooth conduction of the Courses;
- d) Provide norms and guidelines wherever & whenever it is necessary towards the courses;
- e) Provide timely clarifications regarding training inputs and any other necessary information to the First Party;
- f) Shall ensure through proper co-ordination and consultation that all the trainers provide quality training to the trainees;
- g) Issue of Joint certificates (*signed by both the parties*) for the successful trainees;
- h) Keep a track of the number of trainees attending the programmes at each batch and deliver the same to the First Party after its completion.

6) Force Majeure

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the First Party nor the Second Party shall be held responsible for any loss or consequential loss.

7) Indemnity

The First Party hereby agrees jointly and severally to indemnify the Second Party on account of any losses arising due to its fault, or its representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments and the like arising out of its liabilities and all charges, taxes & etc.

Similarly, The Second Party shall be liable to indemnify/compensate the First Party on account of any losses arising due to its fault, or its representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes & etc.

8) Liabilities

The Second Party shall not, however, be liable for:

- a) Any payments of claims by employees of the First Party.
- b) Discharging any financial commitments made by the First Party.
- c) Any suit on account of demands for infringement of copyright and other laws by the First Party which have no nexus with the object of the MoU being entered into.
- d) The First Party shall ensure that all its software's are legal. The Second Party shall not be responsible in any way for any liabilities arising out due to the use of pirated software.

9) Breach of MoU

Both the parties shall have the right to terminate the MoU with the other, in case First Party or Second Party either fails to provide the services successfully as mentioned in the MoU, or violates any of the clause mentioned in the MOU, or exploits the trainers/trainees or misuses the partnership with either in any way.

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10) Amendment to the MoU

The obligation of the First party and Second party have been outlined in this MoU. However, during the operation of the MoU, circumstances may arise which call for alteration or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed upon in writing.

11) Period of Validity

This MoU shall become valid from for a period of one year and to be renewed subsequently by mutual consent of both the parties; if un-renewed the same MoU will be valid until it is renewed.

12) DISPUTE RESOLUTION

In case of any disputes arising between the aforesaid parties on account of this MOU, the arbitration shall be resorted to for solving disputes. The jurisdiction for any disputes shall be within the courts at Coimbatore.

SCHEDULE OF COURSES

- Advanced Excel (including Dashboard and Power Pivot)
- MS-office – Office Automation Tool
- Macro Programming to Automate Excel Process
- Introduction to Visualization of Business Data for Analysis
- Business Data Analysis using Excel
- Introduction to CAAT Tools (Computer Assisted Audit Techniques)
- Power Bi and Power Query
- International Certification program – Microsoft Office Specialist
- Introduction to the statistical analysis tools and Tableau

Signed for and on behalf of

Kongunadu Arts and Science College



SECRETARY
KONGUNADU ARTS & SCIENCE COLLEGE
COIMBATORE - 641 029.

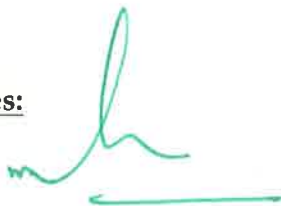
Signed for and on behalf of

The Institute of Advance Computing



Witnesses:

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PRINCIPAL
Kongunadu Arts & Science College
COIMBATORE.

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